

Loan No. C-332225 Mississippi

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

The Northwestern Mutual Life Ins. Co.  
720 East Wisconsin Avenue - Rm N16WC  
Milwaukee, WI 53202  
Attn: Janet Szukalski

BOOK 79 PAGE 365  
STATE MS. - DESOTO CO.  
FILED  
Nov 25 10 01 AM '98

BK 79 PG 365  
W.E. DAVIS CH. CLK.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by James L. McFarland, Attorney for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, WI 53202.

**AMENDMENT TO ABSOLUTE ASSIGNMENT OF LEASES AND RENTS**

THIS AMENDMENT TO ABSOLUTE ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of the 3<sup>rd</sup> day of November, 1998, by and among BENNETT V. YORK, a married man, and ANDERSON-TULLY COMPANY, a Mississippi corporation, as tenants in common (collectively, the "Borrower") and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation ("Lender").

WHEREAS, Lender is the owner of a certain Promissory Note in the original amount of \$7,000,000.00 dated February 29, 1988 and executed by Bennett V. York in favor of Lender as amended by that certain Amendment of Terms of Note dated March 4, 1988 by and between Lender and Bennett V. York, by that certain Amendment of Terms of Note dated August 31, 1992 by and between Borrower and Lender, and by that certain Third Amendment of Promissory Note (the "Third Amendment of Note") of even date herewith by and between Lender and Borrower ("Note") secured by a lien against certain property (the "Original Property") described in a Lien Instrument (the "Lien Instrument") identified as follows:

Deed of Trust and Security Agreement dated as of February 29, 1988 and recorded March 2, 1988 in Book No. 430, Page 236 of the records of DeSoto County, Mississippi executed unto John S. Shoaf, Jr. ("Trustee") for the benefit of Lender by Bennett V. York, as amended by that certain Amendment of Terms of Lien Instrument (the "First Amendment to Lien Instrument") dated August 31, 1992 and recorded September 17, 1993 in Book No. 661, Page 310 of the records of DeSoto County, Mississippi by and between Lender and Borrower, and as amended by that certain Second Amendment to Lien Instrument of even date herewith by and between Lender and Borrower (the "Second Amendment to Lien Instrument"); and

WHEREAS, Bennett V. York sold an undivided interest in the Property to Anderson-Tully Company, a Mississippi corporation, which assumed the obligations under the Note and the Lien Instrument so that both tenants in common are so obligated; and

WHEREAS, Lender and Borrower have agreed to amend the Note so that, among other things, the maturity date is extended; and

WHEREAS, Lender has required Borrower to agree to amend the Lien Instrument and grant Beneficiary a lien on property adjacent to the Original Property as consideration for extending the maturity date of the Note; and

WHEREAS, Lender and Borrower desire to amend that certain Absolute Assignment of Leases and Rents dated February 29, 1988 and recorded March 2, 1988 in Book No. 57, Page 2 of the P/A and Contracts records of DeSoto County, Mississippi by and between Lender and Bennett V. York (the "Absolute Assignment").

NOW, THEREFORE, in consideration of the above and of the mutual agreements herein contained, the undersigned parties agree to the following:

1. Unless otherwise defined herein, words and terms used herein shall have the same meaning as defined in the Absolute Assignment.

2. That Borrower has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey, unto Lender, its successors and assigns forever, all and singular the property hereinafter described (collectively, the "Security"), to wit:

(a) All rents, issues and profits arising from or related to the land, situated in the County of DeSoto and State of Mississippi and described in Exhibit "B" attached hereto and fully incorporated herein by reference for all purposes and all improvements and any other property, whether real, personal or mixed, located thereon (which land, improvements and other property are hereinafter collectively called the "Goodyear Property");

(b) All of Borrower's rights, titles, interests and privileges, as lessor, in the leases now existing or hereafter made affecting the Goodyear Property, whether or not made by Borrower and as the same may have been, or may from time to time hereafter be, modified, extended and renewed (hereinafter collectively called the "Goodyear Leases");

(c) All tenant security deposits and other amounts due and becoming due under the Goodyear Leases;

(d) All guarantees of the Goodyear Leases, including guarantees of tenant performance;

(e) All insurance proceeds, including rental loss coverage and business interruption coverage with respect to the Goodyear Leases; and

(f) All judgments and settlements of claims in favor of Borrower (including condemnation proceeds, if any) and all rights, claims and causes of action under any court proceeding, including without limitation any bankruptcy, reorganization or insolvency proceeding, or otherwise arising from the Goodyear Leases.

TO HAVE AND TO HOLD the Security unto the Lender, its successors and assigns forever, and the Borrower does hereby bind itself, its heirs, legal representatives, successors and assigns, to warrant and forever defend the Security unto the Lender, its successors and assigns forever against the claim or claims of all persons whomsoever claiming the same or any part thereof.

3. The original Exhibit "A" attached to the Absolute Assignment is hereby replaced in its entirety with the Exhibit "A" attached hereto to acknowledge that the Original Property was subdivided after the Absolute Assignment was recorded (but the same real estate is described in the attached Exhibit "A"). The term "Property" as used in the Absolute Assignment shall hereafter be defined to include both that which is referred to as the "Property" in the Absolute Assignment and the Security. The term "Real Estate" as used in the Absolute Assignment shall hereafter be defined to include both the Original Property and the Goodyear Property. The term "Leases" as used in the Absolute Assignment shall hereafter be defined to include both the leases pertaining to the Original Property and the Goodyear Leases.

4. The "Deed of Trust" as used in the Absolute Assignment shall hereafter be defined to be the Lien Instrument as amended by that certain Second Amendment to Lien Instrument.

5. That which is defined as the "Note" in the Absolute Assignment shall hereafter be deemed to be the Note as amended by the Third Amendment of Note.

6. Except as hereby amended the terms of the Absolute Assignment shall remain in full force and effect, unchanged and in all respects, ratified and confirmed.

7. Nothing herein contained shall affect the priority of the Absolute Assignment or the Lien Instrument over other liens, charges, encumbrances or conveyances nor shall it release or change the liability of any party who may now or hereafter be liable, primarily or secondarily, under or on account of the Note.

IN WITNESS WHEREOF, the parties hereto set their hand effective as of date first written above.

LENDER:

THE NORTHWESTERN MUTUAL  
LIFE INSURANCE COMPANY, a Wisconsin  
corporation



(corporate seal)

By: Northwestern Investment Management  
Company, a Wisconsin corporation, its wholly  
owned subsidiary and authorized representative

By: [Signature]

Donald L. O'Dell  
Managing Director

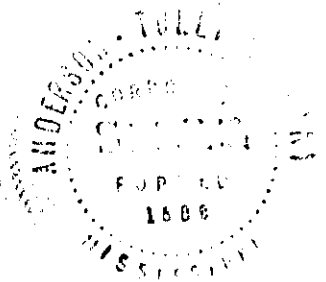


Attest: [Signature]

David D. Clark  
Assistant Secretary

BORROWER:

ANDERSON-TULLY COMPANY, a Mississippi  
corporation



By: [Signature]

Parrell S. Lewis  
Its President

Attest: [Signature]

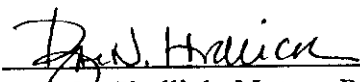
Marge H. Owen  
Its Secretary

[Signature]  
BENNETT V. YORK

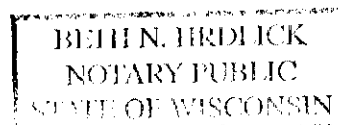
STATE OF WISCONSIN       )  
                                  )ss.  
COUNTY OF MILWAUKEE    )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of November, 1998, within my jurisdiction, the within named Donald L. O'Dell and David D. Clark who acknowledged that they are the Managing Director and Assistant Secretary, respectively of Northwestern Investment Management Company, a Wisconsin corporation, the wholly owned subsidiary and authorized representative of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation to do so.

WITNESS my hand and official seal.

  
Beth N. Hrdlick, Notary Public

My commission expires: November 28, 1999

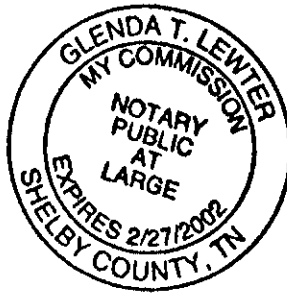


STATE OF Tennessee )  
 )ss.  
COUNTY OF Shelby )

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Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of November, 1998, within my jurisdiction, the within named Parnell S. Lewis, Jr. and Marye H. Owen who acknowledged that they are the President and Secretary, respectively, of ANDERSON-TULLY COMPANY, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument after first having been duly authorized by said corporation to do so.

WITNESS my hand and official seal.



Glenda T. Lewter  
Notary Public

My commission expires:

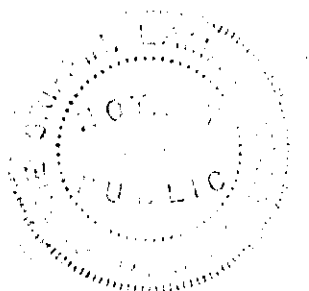
STATE OF MISSISSIPPI )  
 )ss.  
COUNTY OF Lamar )

Personally appeared before me this November 17, 1998, BENNETT V. YORK, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

WITNESS my hand and official seal.

Darlene Sheffer  
Notary Public

My commission expires:  
April 26, 1999  
103307



**EXHIBIT "A"**  
(Description of Property)

Parcels 1 and 3, First Revision, The Market, in Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat thereof appearing of record in Plat Book 30, Page 24, in the office of the Chancery Clerk of DeSoto County, Mississippi.

**EXHIBIT "B"**  
(Description of Property)

Parcel 2, First Revision, The Market, in Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat thereof appearing of record in Plat Book 30, Page 24, in the office of the Chancery Clerk of DeSoto County, Mississippi.